

Amendment 166

Contract No. 229944

To the Contract for the Design, Implementation, Operation and Maintenance of the Regional Fare Coordination System

This Amendment 166 to the Contract for the Design, Implementation, Operation and Maintenance of the Regional Fare Coordination System is entered into this 31~~st~~ day of August, 2011, by and between ERG Transit Systems (USA) Inc, a California corporation and wholly owned subsidiary of Vix-ERG Limited, an Australian corporation, (hereinafter referred to as the "Contractor") and each of the following seven public transportation agencies (hereinafter referred to individually as an "Agency" or collectively as the "Agencies"):

1. Central Puget Sound Regional Transit Authority ("Sound Transit")
2. King County ("King County")
3. Kitsap County Public Transportation Benefit Area ("Kitsap Transit")
4. Pierce County Public Transportation Benefit Area ("Pierce Transit")
5. Snohomish County Public Transportation Benefit Area ("Community Transit")
6. City of Everett ("Everett")
7. State of Washington, acting through the Washington State Department of Transportation, Washington State Ferries Division ("WSF")

Recitals

- A. Effective April 29, 2003, each of the Agencies and the Contractor entered into Contract #229944 ("Contract") to implement a Regional Fare Coordination System ("RFC System") to establish a common fare system utilizing smart card technology. The Contractor is responsible for the development, implementation, operation and maintenance of the RFC System as specified in the Contract.
- B. The Agencies and the Contractor desire to amend Section VI of Exhibit 9, Price Schedule Special Programs, to compensate the Contractor to perform the work necessary to issue a special software release and support King County Metro's (KCM) efforts to identify the root cause of a Driver Display Unit (DDU) software integration issue. This work is performed per RFCS RFI 652 *DDU Logging for KCM* per the Agencies acceptance dated August 4, 2011.
- C. The Parties agree that the Work necessary to perform the work will be compensated as follows.

Agreement

Section 1.0 Description of Work

1.1 The Contractor will perform the below tasks to support KCM's efforts to identify the root cause of a DDU software integration issue. The work is performed in collaboration with KCM's contractor, Init. KCM's business need is to capture for review additional DDU logging data. The Contractor will:

- (a) Confirm changes with KCM's contractor, Init, and verify as acceptable the software updates required in Version 1.16 of the NxMdtClient software which was submitted to Perth on Monday, July 25, 2011 at 11:52 AM German time.
- (b) Release updates as mutually agreed in MR15 and MR 16.
- (c) Perform one (1) verification test of the software updates per Release
- (d) Use devices delivered to the Contractor's Seattle office by KCM and, following the NxMdtClient version 1.16 release to production, pull the logs of up to five (5) DDU devices, compile the logs and submit to Init within three (3) business days. If any of these DDU devices is found to be faulty, then the Contractor should follow the standard RMA process for repair or replacement. However, if a DDU device is functional, then KCM will retrieve it from the Contractor's Seattle office and place it back into service on a KCM bus.
- (e) Conduct an on-site workshop with KCM Maintenance staff to determine an on-site correction that can be utilized by KCM Vehicle Maintenance Staff if such a repair is a viable option. The time and location of this workshop will be mutually agreed up by KCM and the Contractor.

Section 2.0 Schedule

2.1 The Contractor will complete this work in Maintenance Release 15 and include with Maintenance Release 16.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the sufficiency of which is hereby acknowledged, the Parties hereby agree to amend the Contract as follows:

Section 3.0 Compensation Changes

Section VI (Implementation) of Exhibit 9, Price Schedule, is hereby amended to read as follows:

VI. IMPLEMENTATION SPECIAL PROGRAMS

LUMP SUM COST

Amendment No. 166

To perform the necessary work to support KCM efforts to identify the root cause of a DDU software integration issue.	
TOTAL	\$11,648

Section 4.0 Other Terms and Conditions

All other provisions of the Contract not referenced in this Amendment One Hundred and Sixty-six shall remain in effect.

IN WITNESS WHEREOF, authorized representative of the Agencies and the Contractor have signed their names in the spaces provided below.

ERG Transit Systems (USA) Inc.

By: Mark C. Curr
Its: Cur
Date: 8/31/11

The Agencies

By: Christine Carlson
Their: Operations Manager
On behalf of the Agencies
Date: August 31, 2011